



beyond
car maintenance

Plan ahead
for scheduled
service and
maintenance
expenses.

Service Plan



Maintenance Plan



WE'VE CONSIDERED
EVERYTHING, **AND MORE.**

Don't settle for anything less than **360PLUS**
for your Service and Maintenance needs.

FREQUENTLY ASKED QUESTIONS

1. Which plan option have I purchased?

Your plan option should appear on the enrolment form if you purchased your **360PLUS** plan at the Selling Dealer. If you purchased your **360PLUS** plan telephonically, it should appear on your welcome letter you received together with this booklet. It should state:

- **360PLUS** Service Plan,
- **360PLUS** Service Plan Booster,
- **360PLUS** Maintenance Plan or
- **360PLUS** Unlimited Maintenance Plan.

2. What am I covered for?

In this booklet, please read pages 21-26. You will see a detailed list of the covered components according to the plan option purchased. If a component is not listed, then it is not covered. **360PLUS** covers the major mechanical components for a wide variety of vehicles and therefore some components that are unique to certain vehicle makes or models might not be covered.

3. What am I not covered for?

In this booklet, please read pages 29-31, you will see the components not covered.

4. What are the service requirements?

The **360PLUS** booklet stipulates the service requirements on page 15. If you choose not to service the vehicle according to these **stipulations, you may limit the number of services covered within the time or kilometre period of your 360PLUS plan.**

If you have a **360PLUS** Maintenance Plan and do not follow the correct service requirements, you will only be covered for the components under the **360PLUS** Service Plan Booster option.

5. How much am I paying for this plan and how did I pay for this plan?

At the Selling Dealer:

The enrolment form, on which all the vehicle details and plan holder details are completed, shows the amount that is included in your finance agreement or the amount you paid for the plan in cash, with a credit or debit card or a cheque at the Selling Dealer when the vehicle was purchased. In certain instances the plan price is included with the finance agreement.

Telephonically:

The amount you agreed to during the telephonic transaction, when all the vehicle details and plan holder details were recorded by the telesales agent, is the amount you agreed to pay for the plan via a monthly debit order or in cash, with a credit or debit card. These details will be confirmed to you in your welcome letter which you will receive by mail together with your plan booklet.

360PLUS

Service and Maintenance Plans

Customer Care

For any queries, comments or assistance, please contact us on:

086 126 4346

customercare@360plus.co.za

The document in a nutshell

This document aims to explain in great detail the benefits, limits and terms and conditions of the **360PLUS** service plans and maintenance plans. Please review pages, 5-6 of this document to familiarise yourself with the difference between a service plan and a maintenance plan.

The 360PLUS Plans do not constitute a fixed-term agreement as set out in the Consumer Protection Act and are not renewable.

CONTENTS

Understanding the 360PLUS Plans

The parties to the agreement	4
Difference between service plan and maintenance plan	5
Eligibility	7
How did you pay for your service plan and maintenance plan?	8
When the plan starts	9
When can you take your vehicle for the first service or maintenance work	10
How long the plan runs for	11
When the plan ends	11
You can cancel	12
The administrator can cancel too	12
You can transfer the plan	13
You can lodge a complaint	14
Your responsibilities	15

Cover

What is covered – 360PLUS Service Plan	21
What is covered – 360PLUS Service Plan Booster	22
What is covered – 360PLUS Maintenance Plan	24
What is covered – 360PLUS Unlimited Maintenance Plan	26
What is not covered by service plans and maintenance plans	29
How to claim	33
Roadside assistance	34

The legal stuff

Terms and conditions	38
Important notice in terms of Section 49 of the Act	40

Understanding the 360PLUS Plans

The parties to the agreement

This is a legal agreement between us, **360PLUS** (Pty) Ltd and you (the person who purchased the vehicle or is the registered owner of the vehicle).

Contact: Customer Care: 086 126 4346
Email: customercare@360plus.co.za
Website: www.360plus.co.za

The plan is administered by LiquidCapital (Pty) Ltd.

Address: LiquidCapital (Pty) Ltd
140 Boeing Road East
Elma Park
Edenvale 1610

Contact: Head Office: 011 663 7000

Difference between service plans and maintenance plans

In terms of this agreement, we will cover you for either the service of your vehicle (Service Plan) or the maintenance of your vehicle (Maintenance Plan).

Service Plan

- 360PLUS Service Plan**

The **360PLUS** Service Plan offers you a convenient way of budgeting, ensuring you'll spend less time worrying about costs and more time enjoying the open road. This service plan pays for specified aspects of the manufacturer recommended scheduled services of your vehicle by an approved dealer for a specific period of time or specific distance travelled, whichever occurs first, within the Republic of South Africa.

- 360PLUS Service Plan Booster**

The **360PLUS** Service Plan Booster covers everything that is included in the **360PLUS** Service Plan plus the replacement of front brake pads, rear brake pads or shoes, wiper blades and V-belts.

Maintenance Plan

- 360PLUS Maintenance Plan**

The 360PLUS Maintenance Plan covers everything that is included in the 360PLUS Service Plan plus the replacement, maintenance or repair of specific wear-and-tear parts, when necessary, authorised by an approved dealer for a specific period of time or specific distance travelled, whichever occurs first, within the Republic of South Africa. This means that you won't, during the duration of the plan, have to worry about most unexpected parts and labour costs again - such as replacing brake pads or shock absorbers. What separates this from the 360PLUS Unlimited Maintenance Plan, is that this Plan has certain authorisations limitations relating to the "drivetrain", clutch and turbo assembly of the vehicle, for limitations refer to page 25.

- 360PLUS Unlimited Maintenance Plan**

The 360PLUS Unlimited Maintenance Plan covers everything that is included in the 360PLUS Service Plan plus the replacement, maintenance or repair of specific wear-and-tear parts, when necessary, authorised by an approved dealer for a specific period of time or specific distance travelled, whichever occurs first, within the Republic of South Africa. This means that you won't, during the duration of the plan, have to worry about most unexpected parts and labour costs again - such as replacing brake pads or shock absorbers.

If you are unsure as to whether you invested in the 360PLUS Service Plan, 360PLUS Service Plan Booster, 360PLUS Unlimited Maintenance Plan or 360PLUS Maintenance Plan, please consult the dealer documentation supplied to you or contact 360PLUS Customer Care (see page 1 for contact details).

Eligibility

- **360PLUS Service Plan & 360PLUS Service Plan Booster**

All vehicles that have travelled less than 250 000km on date of plan purchase.

- **360PLUS Unlimited Maintenance Plan**

All vehicles that have a valid manufacturer warranty or valid manufacturer maintenance plan and have a full manufacturer's service history as per manufacturer's intervals and specifications, done at the original factory approved facility.

- **360PLUS Maintenance Plan**

- Vehicles that have travelled less than 150 000km and are less than 5 years old from manufacturer's warranty inception date (first date of registration), **and**
- The vehicle no longer has a manufacturer's warranty or manufacturer maintenance plan but has a full service history as per manufacturer's intervals and specifications. The administrator reserves the right to request this information in the event of a claim. Failure to provide the full service history will terminate the plan, **and**
- If no full service history is available then the vehicle must have a pre-delivery vehicle inspection service and vehicle check (preferably by an independent recognised agency, e.g. AA of SA), to facilitate the inception of this agreement (for your own account). In the event that this is not done, your first service may exclude wear-and-tear items being covered).

How did you pay for your service plan and maintenance plan?

To understand your service plan or maintenance plan it is important to understand how you paid for this plan. The reason for this is that there are implications on how and when you will be able to start using your plan based on the way you purchased the plan.

If you are unsure how you paid for your plan, refer to your dealer documentation or the Welcome Letter you received on purchasing the plan.

The purchase methods are:

1. Plan added to your vehicle's purchase price (Upfront)

The cost of the service plan or maintenance plan is added to the purchase price of your vehicle. If you are financing your vehicle the cost of the plan is added to your vehicle Finance Agreement and will be paid as part of your monthly finance instalment. Restrictions do apply on when you can start using your plan (refer to page 10 of this booklet).

2. Plan paid on monthly basis (Monthly)

The service plan was purchased telephonically from a telesales consultant and payment of the plan is via a monthly debit order. Restrictions do apply on when you can start using your plan and the requirements that needs to be adhered to (refer to page 10 of this booklet).

When the plan starts

- The cover selected in terms of this plan will start and be binding if and when:
 - i) the vehicle has been bought in the Republic of South Africa,
 - ii) you follow the terms and conditions of this plan,
 - iii) you have met all payment requirements.
- The plan will start when the application has been accepted by us. Our liability starts from the inception date or the selected kilometres of the chosen plan.
- If your vehicle is still covered under an existing plan, the cover will start when the existing plan expires.

For example: The vehicle is covered under an existing 36 months or 100 000km maintenance plan. The **360PLUS** plan you bought is for an additional 24 months and 45 000km.

Existing Plan	Expiry of Existing Plan	The Chosen 360PLUS Plan	Expiry of the Chosen 360PLUS Plan
36 months or 100 000km	30 months or 100 000km Expired due to kilometre limit	24 months or 45 000km	54 months or 145 000km
36 months or 100 000km	36 months or 81 500km Expired due to time limit	24 months or 45 000km	60 months or 126 500km

When can you take your vehicle for the first service or maintenance work

Service Authorisations:

- If your vehicle is due for a service at time of quotation you will need to inform us, alternatively only the next scheduled service as per manufacturer's frequency and specifications will be included.
- If your plan is paid on a monthly basis via a monthly debit order you can start to claim after the administrator has received 4 (four) successful premium payments.
- If your plan is financed or paid for in cash, authorisation will only be given once the administrator has received full payment.

Maintenance Authorisations:

- Maintenance authorisations will not be considered within the first 45 (forty five) days of the start date of the plan. This is only applicable where no pre-existing Maintenance Plan was in force at time of purchasing the new plan.
- In addition to the above, claims for the authorisation of engines and gearboxes will only be considered after a period of 90 (ninety) days have passed, on the **360PLUS** Maintenance Plan (not applicable on **360PLUS** Unlimited Maintenance Plan).
- On all Plan options, no claims for pre-existing damage or failures (this means that the fault existed before the start date of the plan) will be considered. We have the right to assess your vehicle at any time to determine if it is a pre-existing fault.
- On all Plan options, no claims for components covered by an existing Warranty or other product will be entertained.

How long the plan runs for

Your plan runs either for a set period of time (e.g. 3 years) or a fixed number of kilometres (e.g. 100 000km), whichever occurs first.

This plan runs for the period shown (months and/ or kilometres, whichever occurs first), in the enrolment form under Contract Period within the **360PLUS** plan or, if you bought the plan telephonically, in the Welcome Letter you received along with the plan booklet.

When the plan ends

Your plan will end automatically on the date any of the following occurs:

- You reach the selected number of kilometres or the selected time period, whichever occurs first,
- Your vehicle is written off,
- You have missed the second consecutive service of your vehicle (only applicable if you have a maintenance plan),
- Your vehicle is judicially attached or repossessed, or
- You have missed a payment and the 15 (fifteen) day grace period has expired, without payment (only applicable if you pay monthly for your plan).

You can cancel

You are allowed to cancel this agreement, as long as you let the administrator know in writing. However, please be aware of the following:

- A plan that came standard with your vehicle (a manufacturers plan), would not have been charged for and therefore cannot be refunded,
- A plan that was purchased and has been paid for either via a monthly debit order or as an upfront payment will be refunded as follows:
 - ❖ Upon cancellation, the administrator will take the payment received to date and deduct the costs of any:
 - commission paid,
 - any maintenance or service work already undertaken on your vehicle,
 - administration costs for the period in which the plan was active, and
 - reasonable cancellation costs.
 - ❖ The balance that remains will be refunded to you directly or, in the case of a plan that was added to vehicle finance through a bank, will be refunded to the bank.
- Please note that after the deduction of the items above, if it is found that you still owe us money, you will be required to settle this before the administrator can cancel the plan.

The administrator can cancel too

The administrator is allowed to cancel this agreement by giving you 30 (thirty) days' written notice if you:

- Materially breach any part of this agreement and such breach cannot be rectified within 7 (seven) days;
- Notwithstanding the above, request authorisation for repairs/ replacement of engines and gearboxes within 90 (ninety) days of the start date of the **360PLUS** Maintenance Plan; or
- Are found to have a Plan for an ineligible vehicle as set out in this agreement.

If the administrator cancels this agreement for any of the reasons listed above and you disagree with the cancellation, you must continue to meet your obligations under this agreement until the disagreement is settled.

You can transfer the plan – only applicable to paid up plans

If you sell your vehicle and you have paid the administrator the full value of this plan, you can transfer the remaining period of the plan to 1 (one) subsequent owner upon written confirmation received from the administrator. Note, that you may not transfer the plan to another vehicle.

The vehicle must be sold through an approved dealer. You are not allowed to transfer the plan if you are in breach of any of the terms and conditions of this plan.

When the vehicle is being sold you must immediately notify the administrator's Customer Care department in writing that the vehicle is being sold and furnish them with the name and address of the new owner of the vehicle.

You must provide the administrator with a written acknowledgement, in such a form as may be prescribed by the administrator from time to time, that must be signed by the new owner of the vehicle where he / she acknowledges and agrees to be bound by the terms and conditions of this plan.

The signed written acknowledgement must be submitted to the approved selling dealer within 30 (thirty) days of registration of the vehicle into the name of the new owner.

Should the above mentioned notice and acknowledgment not be given it will constitute a breach of this plan and will be cancelled.

There is no charge for the transfer.

You can lodge a complaint

If you are unhappy with any aspect of this agreement and wish to lodge a complaint with us, you may do so in writing or over the telephone to the administrator at –

360PLUS Customer Care

Tel: 086 126 4346

Email: customercare@360plus.co.za

You may also lodge your complaint with an independent body such as the Motor Industry Ombudsman, or any appropriate court.

Motor Industry Ombudsman

Email: mi.ombudsman@netactive.co.za

Your responsibilities

Have your vehicle serviced

Don't miss your service deadline

You are obliged to take your vehicle in for a service as per the manufacturer's requirements as stipulated in the owner's manual.

Manufacturers require that you service the vehicle at regular service intervals for example 15 000km. Some manufacturers may require that if you have not driven 15 000km during a year the vehicle still needs to be serviced every 12 months from date of first registration, refer to owner's manual for specific requirements.

A 1 500km variance is allowed before or after the service interval kilometre specified. A 30 (thirty) day variance is allowed when the vehicle is serviced annually. Missing the service deadline on a time or mileage basis will affect the validity of your Maintenance Plan. Please take note that maintenance authorisations will no longer be entertained when the selected time period or kilometers (whichever occurs first) has been reached. Should your vehicle be due for a service at expiry kilometres or date of the plan, the 1,500km variance will be allowed.

Use an approved dealer or agent

The servicing of your vehicle can only be performed by an approved dealer or by a servicing agent. An approved dealer is an authorised retailer of the vehicle make you have purchased, who has a workshop, or a servicing agent. The administrator's Customer Care will provide you with a full list of approved dealers and servicing agents.

Follow the service procedure

When you take your vehicle in for a service, you have to follow the following procedure:

- Firstly, tell the dealer that you have a **360PLUS** plan. He will contact **360PLUS'** Authorisation Centre for authorisation to start with the service or repairs. Any work that is not covered by the plan will have to be paid for by you.
- Check the final invoice to ensure that only the work authorised by **360PLUS'** Authorisation Centre was carried out, and sign it to confirm this.
- Inspect the vehicle to ensure that the work was done to your satisfaction.

Severe operating conditions

If you use your vehicle under severe operating conditions, you may need to do more regular checks and possibly service it more frequently than stipulated in the service booklet. This will apply whether your vehicle is an ordinary car or a 4x4.

Typical severe operating conditions include:

- Driving on rocky, hilly areas.
- Driving submerged or through rough terrain.
- Frequent short-distance travelling in suburban areas (stop-start).
- Continuous driving on untarred surfaces exposed to dusty, sandy conditions, like dirt roads and beaches.
- Frequent towing of trailers and caravans.
- Continuous hard driving under maximum engine and transmission load conditions.

If you drive under severe operating conditions such as these, you will need to enquire about additional maintenance and servicing from an approved dealership as these extra services will not be covered under a standard service and maintenance plan.

Take Care of your Vehicle

Keep it in good condition

You must take all reasonable steps to keep your vehicle in good condition. This means you should drive responsibly and not misuse the vehicle.

Prevent additional damage

If any mechanical or electrical failure occurs, you must take all reasonable steps to protect the vehicle from any further loss or damage.

Maintain monthly payments

(This section is only applicable if you pay monthly for your plan)

Pay your instalments on time

Make sure you pay your monthly instalment on time. If you pay by debit order, ensure there is enough money to cover the payment. The monthly debit order option is only available if the plan is purchased through the administrator's telephone sales department.

If your plan reaches the set period of time (e.g. 3 years) or the fixed number of kilometres (e.g. 100 000km) before the term of your debit order payments (e.g. 24 months) have lapsed it is your responsibility to continue the monthly payments until the term of payment is completed.

Consequences of late payment

If your instalment is not paid by the due payment date, you have a 15 (fifteen) day grace period in which to pay it, failing which your plan will be cancelled.

Missed payments will affect your claim

If, for whatever reason, the administrator does not receive your monthly payment, the administrator may immediately stop the processing of your claim until the payment is made.

You may not withhold payment

You are not allowed to withhold payment of any amounts due to the administrator, for any reason whatsoever.

Do not misuse your vehicle

No racing or rallying

You must only use your vehicle for its intended purpose. This means, among other things, that you are not allowed to use it for:

- Racing or rallying, whether competitive or non-competitive.
- The carrying of fare-paying passengers.
- Driver tuition (unless you first get our written consent).

No towing or overloading

You must adhere to the limitations laid out in the owner's manual concerning weight and passenger numbers. This means that you are not allowed to:

- Overload your vehicle.
- Carry more than the prescribed number of passengers.
- Tow any trailer or caravan that exceeds the specified weight limitations as specified in the owner's manual.

Do not modify or enhance the vehicle

You are not allowed to modify or enhance your vehicle with non-originally fitted manufacturer accessories or modifications for example, by turbo-charging your engine.

Do not tamper with the odometer

Neither you nor anyone else is allowed to tamper with, replace, modify or disconnect the odometer of the vehicle.

Do not use non-genuine parts

You are not allowed to replace any part covered by the **360PLUS** Plan with a non-genuine part or parallel or grey part.

Avoid default or breach

Default or breach

It is your responsibility to avoid being in default or breach of this agreement.

A default or breach occurs when you fail to meet the material requirements of the agreement, particularly the following:

- Not servicing the vehicle regularly at the service intervals set out in the service manual.
- Providing false or fraudulent information to the administrator.
- Failing to comply with the instructions contained in the vehicle manufacturer's manual relating to the use, care and maintenance of your vehicle.
- The odometer of your vehicle is tampered with, or is faulty.
- The vehicle is not eligible for cover.

In the event of default or breach, the administrator will cancel the plan, without any obligation to refund any amount paid for it.

Follow the correct claim procedure

If you wish to claim for any loss or damage on the **360PLUS** Plan, you must follow the following procedure:

- You must provide the administrator with satisfactory proof of the loss or damage.
- You must supply the administrator with any documents they may require to process the claim.
- Once you are aware of any breakdown or failure of your vehicle, you have 7 (seven) days in which to notify the administrator telephonically and take it to an approved dealer.

Rejection of claim and time bar

- i) If your claim has been rejected or the amount disputed, you have 90 (ninety) days after receipt of the administrator's rejection letter to make representations to the administrator in respect of their decision.
- ii) You have a further 6 (six) months to institute legal action against the administrator after the expiry of the 90 (ninety) days referred to above.
- iii) If you do not serve a summons on the administrator within this period, you will forfeit the right to challenge the administrator's rejection.

Cover

What is covered - Service Plan

360PLUS Service Plan

Replacements of parts, fluids and labour

We will undertake, together with a factory appointed dealer or RMI registered facility, to service your vehicle according to the manufacturer's specifications for the selected time period or kilometres, whichever occurs first.

The **360PLUS** Service plan covers your vehicle for all the parts and labour as stipulated in the manufacturer's service schedule. This plan covers you only for the replacement of the following parts, fluids and labour as recommended in the manufacturer service schedule:

- Oil filter,
- Engine oil,
- Sump plug gasket,
- Air filter element,
- Pollen filter element,
- Fuel filter,
- Spark plugs,
- Brake and clutch fluid,
- Transmission fluid,
- Differential fluid,
- Coolant, and
- Workshop consumables (maximum of R100.00 Excl vat).

Cambelt replacement

The administrator will only pay for the replacement of a cambelt or accessory belt if it is recommended by the manufacturer at a specified service interval.

No other costs paid

The administrator will not pay for any parts or labour associated with the replacement or maintenance of any parts not mentioned above.

360PLUS Service Plan Booster

Replacements of parts, fluids, labour and limited wear-and-tear parts

We will undertake, together with a factory appointed dealer or RMI registered facility, to service your vehicle according to the manufacturer's specifications for the selected time period or kilometres, whichever occurs first.

The **360PLUS** Service Plan Booster covers your vehicle for all the parts and labour as stipulated on the manufacturer's service schedule. This plan covers you for the replacement of the following parts, fluids and labour as recommended in the manufacturer service schedule and limited wear-and-tear parts (**highlighted in bold**):

- Oil filter,
- Engine oil,
- Sump plug gasket,
- Air filter element,
- Pollen filter element,
- Fuel filter,
- Spark plugs,
- Brake and clutch fluid,
- Transmission fluid,
- Differential fluid,
- Coolant,
- Workshop consumables (maximum of R100.00 Excl vat),
- **Front brake pads,**
- **Rear brake pads or shoes,**
- **Wiper blades, and**
- **V-belts.**

Cambelt replacement

The administrator will only pay for the replacement of a cambelt or accessory belt if it is recommended by the manufacturer at a specified service interval.

No other costs paid

The administrator will not pay for any parts or labour associated with the replacement or maintenance of any parts not mentioned above.

Limitations on what the administrator will pay

- Replacement of maintenance components such as brake pads are limited to one set per 20 000km and one set of brake linings per 45 000km travelled.
- Replacement of wiper blades will be limited to one set annually and V-belts when deemed necessary by the dealership.
- If the cause of the failure is not covered by the plan, the cost of stripping of a component is for your account.
- Only the components listed are covered by the chosen **360PLUS** option.

What is covered - Maintenance Plan

360PLUS Maintenance Plan

Wear-and-tear included with limited benefits

We will undertake, together with a factory appointed dealer or RMI registered facility, to service your vehicle according to the manufacturer's specifications for the selected time period or kilometres, whichever occurs first.

If you selected the **360PLUS** Maintenance Plan, the administrator covers you for all elements of the **360PLUS** Service Plan, including the items listed below but not limited to these items, as well as specific wear-and-tear parts (**with limited benefits in bold**) and labour. Subject to the exclusions listed on pages 21 to 23.

- Tensioners and pulleys,
- Front brake pads,
- Rear brake pads or shoes,
- Wiper blades,
- V-belts,
- Front brake discs (*replacement will only be considered if the component is outside manufacturer specification and skimming tolerance*),
- Rear brake discs or drums (*replacement will only be considered if the component is outside manufacturer specification and skimming tolerance*),
- Rear wheel cylinders,
- Clutch and clutch cable -
(limited to R5 000.00 Incl vat per event),
- Front shock absorbers,
- Rear shock absorbers,
- Fuses & globes,
- Starter motor,
- Alternator,
- Front suspension (*against wear-and-tear and mechanical failure only*),
- Rear suspension (*against wear-and-tear and mechanical failure only*),
- Window winder mechanisms,

- Engine - (**limited to R17 100.00 Incl vat per event**),
- Transmission/gearbox -
(**limited to R17 100.00 Incl vat per event**),
- Differential unit - (**limited to R17 100.00 Incl vat per event**),
- Management system - engine and transmission control unit,
- CV joints and boots,
- Battery,
- Mountings,
- Exhaust,
- Catalytic converter (**due to mechanical failure only**),
- Turbo assembly - (**limited to R17 100.00 Incl vat per event**),
- Wheel bearings,
- Braking system,
- Fuel system,
- Cooling system,
- Electrical components,
- Propshaft,
- Steering components,
- Engine sensors, lambda sensors and abs units,
- Door locks, boot locks, electronic ignitions, and
- Air-conditioner (compressor only).

Limitations on what the administrator will pay

- Authorisations related to the drivetrain of the vehicle, such as the engine, gearbox, transfer box and differential failures as well as turbo assembly are limited to R17 100.00 per event, including VAT, unless this limitation is waivered by us.
- Replacement of maintenance components such as brake pads are limited to one set per 20 000km and one set of brake linings per 45 000km travelled.
- Replacement of wiper blades will be limited to one set annually and V-belts when deemed necessary by the dealership and clutch and clutch cable is limited to R5 000 per event, including VAT.
- If the cause of the failure is not covered by the plan, the cost of stripping of a component is for your account.

360PLUS Unlimited Maintenance Plan

Wear-and-tear included

If you selected the **360PLUS** Unlimited Maintenance Plan, the administrator covers you for all elements of the **360PLUS** Service Plan, including the items listed below but not limited to these items. Subject to the exclusions listed on pages 21 to 23.

- Tensioners and pulleys,
- Front brake pads,
- Rear brake pads or shoes,
- Wiper blades,
- V-belts,
- Front brake discs (*replacement will only be considered if the component is outside manufacturer specification and skimming tolerance*),
- Rear brake discs or drums (*replacement will only be considered if the component is outside manufacturer specification and skimming tolerance*),
- Rear wheel cylinders,
- Clutch and clutch cable,
- Front shock absorbers,
- Rear shock absorbers,
- Fuses & globes,
- Starter motor,
- Alternator,
- Front suspension (*against wear-and-tear and mechanical failure only*),
- Rear suspension (*against wear-and-tear and mechanical failure only*),
- Window winder mechanisms,
- Engine,
- Transmission/gearbox,

- Differential unit,
- Management system - engine and transmission control unit,
- CV joints and boots,
- Battery,
- Mountings,
- Exhaust,
- Catalytic converter (*due to mechanical failure only*),
- Turbo assembly,
- Wheel bearings,
- Braking system,
- Fuel system,
- Cooling system,
- Electrical components,
- Propshaft,
- Steering components,
- Engine sensors, lambda sensors and abs units,
- Door locks, boot locks, electronic ignitions, and
- Air-conditioner (compressor only).

Limitations on what the administrator will pay

- Replacement of maintenance components such as brake pads are limited to one set per 20 000km and one set of brake linings per 45 000km travelled.
- Replacement of wiper blades will be limited to one set annually and V-belts when deemed necessary by the dealership.
- If the cause of the failure is not covered by the plan, the cost of stripping of a component is for your account.
- Only the components listed are covered by the chosen **360PLUS** option.

What is wear-and-tear?

Wear-and-tear is a term used to describe the damage or gradual physical deterioration of various parts of the vehicle. It occurs naturally and inevitably as a result of normal use, ageing and weathering.

To determine whether a part has suffered wear-and-tear, the administrator use the guidelines established by the manufacturer or approved dealer of your vehicle. The administrator also takes into consideration the use of your vehicle, any material failure in terms of the agreement and any other factor they may consider relevant.

The administrator will only pay for the repair or replacement of the components listed in the schedule, provided that you have complied with all the terms and conditions as set out herein.

What is not covered by Service Plan and Maintenance Plan

Exclusions for both Service and Maintenance Plans

Repairs, components and checks

The administrator does not cover the following, irrespective of whether it applies to the Service Plan options or the Maintenance Plan options:

Repairs

- Repairs that have not been authorised by the administrator.
- Oils used for top-up between services.
- All repairs or replacements regarding damage or wear-and-tear to glass, plastic, body, upholstery or trim.
- Any repairs resulting from your failure to carry out your responsibilities in terms of this plan.
- Any repairs resulting from your failure to comply with the terms and conditions of the plan.
- Any repairs resulting from mechanical damage to your vehicle caused by an accident, or any other negligent or intentional act.
- Any repairs resulting from neglect, misuse, abuse or improper treatment of your vehicle.
- Any repairs resulting from your failure to service your vehicle timely.
- Any repairs resulting from your failure to carry out any preventative maintenance such as regularly checking and topping up lubricant, fluid and coolant levels.
- Rust and corrosion.

Components, parts and checks

- The improper use of fuel blend/type/octane, cetane or viscosity rating, hydraulic or lubricating oil, brake fluids, coolant or preserving agents .
- Aiming of headlights and battery maintenance.
- Checking of fluid levels.
- Valve adjustment.
- Balancing and rotation of wheels, or tyre-pressure checks.
- Road-testing and functional checks.
- Electronic parts if not originally fitted by manufacturer.
- Glass and plastic lenses, including chips and scratches (excluding latent defects or melting).
- Tyres, wheel-balancing and wheel-alignment.
- Aftermarket fitments, such as alarms, immobilisers, air-conditioners, towbars and boot shocks.
- Any components missing from the vehicle.
- Failure due to the use of incorrect fuels or oils, or over-filling.
- Carpets, trim and seat covers.
- Resultant damage (refer to page 37).
- Tyres and tubes.
- If a part or component is not specifically listed as covered under the **360PLUS** Service Plan and **360PLUS** Service Plan Booster, it is specifically excluded in all cases.

Exclusions for Maintenance Plans only

Damage due to environmental factors

The administrator does not cover any part of the vehicle that has been damaged or degraded through exposure to hazardous environmental factors such as:

- Corrosion.
- Industrial fallout.
- Salt-laden or unsurfaced roads.
- Prolonged bright sunlight.
- Corrosive droppings from trees or vegetation.
- Bird droppings.
- Hailstorms.
- Earthquakes.
- Floods.
- Any general act of nature.

What the administrator cannot be held responsible for

Theft, injury, loss of income, etc

Under no circumstances can you – or your spouse, child or dependant – hold us responsible for the following:

- Any damage, destruction, loss or theft of your vehicle or its contents as a result of the service or maintenance of the vehicle.
- Any injury, disability or loss of life suffered by you or any of your passengers or any pedestrian or other driver of a vehicle as a result of the service or maintenance of your vehicle.
- Any loss of income, or loss of or payment of any money, by you or any of your passengers or any pedestrian or other driver of a vehicle as a result of the service or maintenance of your vehicle.
- Our failure to fulfil our duties under the agreement because of events beyond our control.

Events beyond our control

The administrator cannot be held responsible for events that are clearly beyond our control, also known as *Force Majeure*. Typical examples are war, strikes, riots or a catastrophic natural disaster such as a flood or earthquake.

If such an event should occur and it prevents the administrator from carrying out their contractual duties in terms of this plan, the administrator will be released from all contractual obligations towards you in terms of this plan. However, the administrator will pay you a pro-rata refund, taking into account all commissions, administration fees and costs of labour and parts.

What the administrator can be held responsible for

You may only hold the administrator responsible for loss or damage suffered by you, whether directly or indirectly, if it was caused by gross negligence on their part.

How to Claim

When your vehicle requires a service or you become aware of a breakdown or failure:

- Book your vehicle into an approved dealer for services or repairs needed.
- When you arrive at the dealer, you must inform the service advisor that your vehicle is covered by the **360PLUS** Plan and give them the plan number.
- The dealership service advisor must get an order number from **360PLUS**' Authorisation Centre:

Authorisation Office Hours:

Monday to Friday: 08h00 to 17h00

Saturday: 08h00 to 12h00

This office is closed on public holidays.

Authorisation Centre Contact Number:

086 126 4346 (Service Plans and Maintenance Plans)

- The dealership service advisor will supply **360PLUS**' Authorisation Centre with all the information needed regarding the service or repair.
- Only when the service advisor has received authorisation will he be allowed to start with the needed service or repair work.
- You must check the invoice to ensure that only the work requested was done and sign the invoice to confirm this.
- You must inspect the vehicle after the work has been done to ensure that the repair work and service was done to your satisfaction and is complete.
- The service advisor will then invoice the administrator for the work done.
- If there is any evidence of driver abuse or negligence, you will be responsible for the payment of the repair costs.

Roadside Assistance

You are automatically covered for Roadside Assistance for the duration of your **360PLUS** Plan.

In the unlikely event of a mechanical or electrical breakdown (or if you need any of the other services offered in this section), please contact **360PLUS Roadside Assistance's 24-hour helpline on 086 126 4346**.

If your vehicle cannot be repaired at the scene of the breakdown, the Customer Response Operator will arrange for it to be towed to the nearest approved dealership.

If your vehicle cannot be repaired on the day of the breakdown because parts aren't available, **360PLUS** Roadside Assistance will cover your travelling costs to and from the dealer.

Where your vehicle cannot be repaired, and you are more than 100km from home, the following options are available:

- **Accommodation**

If you wish to stay overnight in a hotel while the vehicle is being repaired, **360PLUS** Roadside Assistance will contribute a maximum of R500 (Five Hundred Rand) per person (for driver and up to 3 (three) passengers).

- **Car hire**

If you wish to hire a vehicle, arrangements can be made by the Customer Response Centre to find one for you, depending on availability. **360PLUS** Roadside Assistance will contribute a maximum of R500 (Five Hundred Rand) towards the total cost.

Additional benefits

You are covered for the following emergency services for the duration of your **360PLUS** Plan, subject to various limitations:

- **Towing**

If your vehicle suffers a mechanical or electrical breakdown, **360PLUS** Roadside Assistance will pay for it to be towed to the nearest approved dealer.

- **Fuel run**

If your vehicle run out of fuel, **360PLUS** Roadside Assistance will supply you with up to 10 (ten) litres of fuel so that you can continue your journey. The fuel will be for your own account. This benefit is limited to 1 (one) incident per year.

- **Jump-start**

If your vehicle's battery is dead and you cannot start your vehicle, **360PLUS** Roadside Assistance will jump-start the vehicle for you.

- **Emergency message**

If you need a message sent to your family or business associates informing them of your emergency, **360PLUS** Roadside Assistance will do it for you.

- **Key lockout**

If the keys to your vehicle are locked inside, **360PLUS** Roadside Assistance will call in a locksmith assist. **360PLUS** Roadside Assistance will pay for the call-out fee and 1 (one) hour's labour.

- **Accommodation**

360PLUS Roadside Assistance will contribute a maximum of R500 (Five Hundred Rand) per person for any emergency overnight accommodation, 1 (one) night only, for a driver and up to 3 (three) passengers.

- **Car hire**

If you need to hire a car, **360PLUS** Roadside Assistance will contribute a maximum of R500 (Five Hundred Rand) towards the total cost. **You will have to use your own credit card, whereafter **360PLUS** Roadside Assistance will reimburse you.**

Where **360PLUS** Roadside Assistance feels that the cover is not necessary or entirely justified, they will consider the case on its merits.

Emergency repairs

In extreme or totally unavoidable circumstances, if repairs need to be carried out by a non-accredited workshop in order to get your vehicle mobile, special authorisation must first be obtained from **360PLUS Roadside Assistance, by contacting the emergency helpline, 086 126 4346.**

In cases where, for whatever reason, no authorisation can be obtained for such minor repairs, you must notify the nearest approved dealer so that he may sign off on the quality of workmanship and possible reimbursement.

Emergency repairs of this nature are only available for manufacturer-related failures, and each case will be judged individually on its merits. You will only be reimbursed if you give the administrator a valid tax invoice. The reimbursed amount will be payable at either current rates or at the value of the account, whichever is the lesser amount.

Accidental damage

If your vehicle is involved in an accident, all resulting damage – whether mechanical, electrical, structural or body-related – has to be repaired by an approved dealership or an accredited panel beater.

If this is not possible and you have to use a non-accredited or non-approved repairer, you will need to get the work certified by an approved or accredited repairer afterwards. The cost incurred for the inspection and certification – along with any subsequent rework – will be for your own account.

The administrator reserves the right to suspend your plan in cases where the workmanship or parts used do not meet the specific quality standards of the importer or manufacturer of your make of vehicle.

If your vehicle is damaged beyond repair or destroyed before termination of the agreement, you must notify the administrator telephonically so that they can cancel the agreement. It will then be void.

The legal stuff

Terms and conditions

In the clauses below, “the agreement” and “360PLUS Plan” mean the same thing, and are used interchangeably. The “parties to the agreement” are you (the holder of the 360PLUS Plan) and us (360PLUS (Pty) Ltd). The agreement is administered by LiquidCapital (Pty) Ltd.

Agreement in your name

This 360PLUS Plan is in your name. The contractual obligations in it apply to you only. You are not allowed to cede or sign over any of these obligations or rights to another party unless you first get our written permission.

The administrator has the right to cede the agreement

The administrator of your 360PLUS Plan have the right to cede or sign over the plan or any of their rights and/or obligations to a third party. The administrator can do this without your consent.

Agreement does not make us partners

Nothing contained in this 360PLUS Plan should be interpreted as creating any sort of partnership, joint venture or agency between us. Neither you nor we should imply that it does.

Agreement does not affect your legal rights

This 360PLUS Plan does not constitute a fixed-term agreement as set out in the Consumer Protection Act. It is not renewable and does not reduce or affect any of your existing legal rights.

Choice of Court for legal proceedings

In the event that either of us wishes to institute legal proceedings against the other, we both hereby agree that this can be done in the Magistrate’s Court of any district that has jurisdiction in terms of section 28(1) of the Magistrates’ Courts Act no. 32 of 1944.

We both also agree that legal proceedings may be instituted at any time by either you or us in any division of the High Court of South Africa having jurisdiction.

This is the entire agreement

This 360PLUS Plan constitutes the entire agreement between you and us. No terms or conditions other than those of this agreement are binding upon the two parties.

Changes must be signed off by both parties

Any changes, substitutions or additional documents issued in terms of this agreement will only be binding if recorded in writing and signed off by both parties.

Waiving of certain provisions

If either party chooses to waive (i.e.: not exercise) any of the provisions of this agreement, it must be done in writing and signed off by that party.

Effect of not exercising one's rights

It may happen that, for whatever reason, one of the parties fails to exercise their rights in terms of this agreement, or chooses not to. When this occurs, it should not be interpreted as meaning that these rights have been forfeited or waived, or that the agreement is no longer binding.

Costs may be recovered

If either party decides to take steps or institute legal proceedings against the other, then the successful party may seek to recover from the unsuccessful party all costs involved.

Invalid provisions don't apply

If any part of this agreement is found to be invalid or unenforceable, it will be deemed to be deleted without affecting the rest of the agreement.

Legal authority to conclude agreement

Both parties warrant that they have the necessary authority and legal capacity to conclude this agreement.

Important notice in terms of section 49 of the act

In terms of Section 49 of the Consumer Protection Act No. 68 of 2008 ('the act'), we wish to draw your attention to the following specific provisions.

Warning: the irresponsible, unauthorised or general use or abuse of the vehicle in contravention of any law, producers' recommendations contained in the owner's manual or this agreement or the failure, refusal or neglect to maintain the vehicle in accordance with the producers recommendations or instructions contained in this agreement, may result in harm.

Instructions: to avoid any harm it would be in your best interest to use the vehicle responsibly, with the necessary licence, in accordance with any law and the provisions contained in this agreement and to maintain the vehicle regularly in accordance with the producers recommendations contained in the owner's manual and this agreement.

Indemnity: we may not be held responsible by you or any person on your behalf for any harm as a result of a defect of any part if you have in any manner contravened the warning and instruction contained in the agreement or failed to comply with any obligation in terms of this agreement.

Acknowledgement: you confirm that you have read and understand this important notice, that you are bound by the provisions thereof and that you have signed the notice at your own free will. You further confirm that you have been expressly informed of the provisions of:

- Wear-and-Tear,
- Period of agreement,
- What is covered and what is not,
- The right to terminate the agreement and
- Your obligations

You have had a proper opportunity to consider the implications of this agreement and you enter into this agreement out of your own free will and without any undue influence by us or any of our employees.

Signature:

Customer

Signature:

Dealer



beyond
car maintenance

360PLUS
086 126 4346
e customercare@360plus.co.za
www.360PLUS.co.za